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ABSTRACT

This collective bargaining agreement between the Board of Regents for Education and The Rhode Island College Staff Association of the American Federation of Teachers covers a period from July 1, 1975 through June 30, 1977. Included is: (1) management rights; (2) nondiscrimination clause; (3) personnel files; (4) demotions and suspensions (5) fringe benefits; (6) seniority and layoffs; (7) grievance procedures; (8) no strikes or lockouts; (9) appeal process; (10) termination of agreement; and (11) salaries. (KE)

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RICSA

LOCAL 3302

AFT

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Agreement between the

BOARD OF REGENTS FOR EDUCATION

and

THE RHODE ISLAND COLLEGE STAFF ASSOCIATION OF THE AMERICAN FEDERATION OF TEACHERS

2

JULY 1, 1975

TO

JUNE 30, 1977

RHODE ISLAND COLLEGE 1854

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

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HE007667

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AGREEMENT

BETWEEN

RHODE ISLAND BOARD OF REGENTS

AND

RHODE ISLAND COLLEGE STAFF ASSOCIATION

AFT/AFL-CIO

LOCAL #3302

1975-77

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PURPOSE

It is the purpose of this Agreement to carry out the policy of the Board of Regents as incorporated in this Agreement by encouraging a more harmonious and cooperative relationship between the Board and its employees by providing for procedures which will facilitate free and frequent communication between the Administration and its employees.

By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the Board of Regents and agree further that sound labor-management relations are essential to carry out this end.

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into as of the 5th day of February 1976, by and between the Board of Regents for Education, hereinafter referred to as the Board or the Employer, and the Rhode Island College Staff Association, Local 3302, American Federation of Teachers, AFL-CIO, hereinafter referred to as RICSA.

ARTICLE I: RECOGNITION AND DEFINITIONS

A. Recognition

1.1 The employer pursuant to certification decisions of the Rhode Island State Labor Relations Board in Cases #EE2087, 2097, recognizes the RICSA as the sole and exclusive bargaining agent for all staff members within the bargaining unit.

B. Definitions

1.2 The term "Administration" shall be defined as the President, the Vice Presidents, and other top-level supervisors of the College excluded from the bargaining unit by the Rhode Island State Labor Relations Board.

1.3 The term "Board" as used in this Agreement refers to the Board of Regents for Education in Rhode Island.

1.4 The terms "College" and "RIC" refer to Rhode Island College.

1.5 The term "College Unit" shall mean the four major operating units of the College which report to the President, the Vice President for Academic Affairs, the Vice President for Business Affairs and the Vice President for Student Affairs.

1.6 The term "Department" as used in this Agreement refers to sub-units or offices within a College unit.

1.7 The unqualified term "Staff" as used in this Agreement means a member or members of the bargaining unit as defined in Section 1.1 of this Article.

1.8 The term "President" as used in this Agreement means the chief executive officer or acting chief executive officer of Rhode Island College.

1.9 The term "RICSA Officer" as used in this Agreement means any duly elected officer of the Rhode Island College Staff Association.

1.10 The term "RICSA Representative" as used in this Agreement means any representative of the Rhode Island College Staff Association who has been officially designated in writing as such by the President of the Rhode Island College Staff Association.

ARTICLE II: MANAGEMENT RIGHTS

2.1 The RICSA recognizes that the Board, the Commissioner of Education and the Administration of the College have responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the College to the full extent authorized by law.

2.2 Except as hereinafter specifically provided, the operation and administration of Rhode Island College, including the right to make rules and regulations pertaining thereto, shall be fully vested in the Board and its Chairman and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any agent thereof.

2.3 In the event that this Agreement or any part of it shall at any time be held to be contrary to law, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, the parties shall meet to renegotiate the items in question within two (2) weeks after such a ruling has been made.

ARTICLE III: NON-DISCRIMINATION CLAUSE

3.1 The Board and the RICSA agree not to discriminate in any way against staff covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, physical handicap, marital status, or political affiliation.

3.2 The RICSA shall not discriminate against, interfere with, restrain or coerce a staff member from exercising the right not to join the RICSA and will not discriminate against him/her in the administration of this Agreement because of non-membership in the RICSA.

ARTICLE IV: DUES DEDUCTION - AGENCY SHOP

4.1 Membership in any employee organization may be determined by each individual staff member; provided, however, that if the members have selected an exclusive bargaining representative organization, all non-

members of the exclusive representative organization shall pay to the exclusive organization a service charge as contribution toward the negotiation and administration of any collective bargaining agreement in an amount equal to the regular bi-weekly membership dues of said organization.

4.2 The State Controller shall, upon certification of the exclusive organization, deduct bi-weekly from said non-member's salary the above service charge and remit the same to the Treasurer of the exclusive bargaining organization.

4.3 The State Controller shall also deduct RICSA dues from the wages of those members who have authorized the State to do so in writing and shall forward promptly to the Treasurer of the RICSA a check representing the amount so deducted.

4.4 Whenever new personnel are employed, the Administration shall forward to the RICSA President and Treasurer notification of such employment. This notification shall contain the name and address of the staff member, the position for which the staff member has been hired, as well as the salary step and other remuneration which the staff member is to receive.

ARTICLE V: RICSA COMMITTEES

5.1 Designated RICSA representatives or officers shall be granted time with pay during working hours to investigate and seek to settle grievances.

5.2 No RICSA committee member or representative shall be discriminated against as a result of the performance of RICSA business.

5.3 The RICSA shall furnish the Board and the Administration with a written list of its officers and representatives and shall notify the Board and the Administration of any change in such officers and representatives.

5.4 American Federation of Teachers representatives will be permitted to visit RICSA officers, representatives, and committee members on RIC premises for the purpose of discussing RICSA business.

ARTICLE VI: PERSONNEL FILES

6.1 The College shall maintain an official personnel file in the Personnel Office for each staff member who is subject to this Agreement. Only official correspondence relative to a staff member's service and/or professional ability, personnel transactions, and official evaluation reports shall be included in the file. All such material, when placed in the file, shall be communicated to the member.

6.2 The staff member shall have the right to examine his/her official personnel file at any time upon request during normal business hours and to file a statement in response to any item placed in his/her personnel file.

6.3 A designated member of the RICSA having written authorization from the staff member concerned, and in the presence of a representative of the Administration, may examine the official personnel file of that member.

6.4 A staff member shall have the right to reproduce all documents in the personnel file and to initial such material to indicate he/she has seen it, but the initials shall not indicate agreement with the substance of the material.

6.5 No anonymous material shall be placed in a staff member's personnel file.

6.6 Materials shown to be false or unsubstantiated shall be removed from a staff member's official personnel file. The burden of proof for false or unsubstantiated material shall rest with the staff member.

6.7 The College Administration shall be responsible for maintaining a separate file on grievances under process arising from the provisions of this Agreement. Completely processed grievances which relate to a staff member's evaluation, suspension, demotion, or dismissal may be placed in the member's personnel file, but such material shall be complete and shall contain a statement concerning the final disposition of the grievance.

6.8 Each staff member shall be responsible for providing material for an up-to-date personnel file.

ARTICLE VII: POSTING OF NEW AND VACANT POSITIONS

7.1 All new and vacant positions within the bargaining unit shall be posted on the RICSA bulletin boards and on a central bulletin board in the Personnel Office for a period of ten (10) work days. Staff members applying for such vacancies shall make a request in writing to the Director of Personnel not later than five (5) days after the end of the posting period.

7.2 Postings shall include pay grade, duties, qualifications, responsibilities, and nature of funding (temporary, limited period, permanent).

7.3 Qualified candidates within the bargaining unit with seniority shall be given special consideration, provided that such consideration is not in conflict with Affirmative Action policy, law and regulations.

7.4 The RICSA and the Board recognize the official job descriptions which govern the responsibilities of RICSA staff members. The Board may not change the official job description of a position which is filled by a staff member in the bargaining unit without prior consultation with the member and the RICSA.

ARTICLE VIII: HOURS OF WORK

8.1 The basic work week for all staff members covered by this Agreement shall be a thirty-five (35) hour work week, non-standard, consisting of

five (5) consecutive days, normally Monday through Friday.

8.2 It is agreed that the normal work schedule shall be on a calendar year basis (12 months), except where a position is specifically designated as an academic year position.

8.3 Staff members exempt from the Fair Labor Standards Act who work in excess of thirty-five (35) hours shall receive compensatory time. Such compensatory time shall be approved in advance by the immediate supervisor.

8.4 Staff members covered by the Fair Labor Standards Act who work in excess of thirty-five (35) hours shall receive overtime pay for said hours over thirty-five (35) in accordance with the overtime provision of this Agreement.

8.5 The Administration will not solely upon its discretion change any staff member's predetermined work week without prior consultation with the member(s) and the RICSA. In the event that it becomes necessary to alter any work schedules, such alterations shall be made on a fair and equitable basis.

ARTICLE IX: STANDARDS FOR NOTICE OF DISMISSAL

9.1 All staff members shall serve a probationary period of one (1) year. A probationary staff member may be dismissed with a written statement containing reasons for such dismissal.

9.2 A staff member who has served his/her probationary period may be dismissed only for just cause.

A staff member who has served his/her probationary period and as a result of his/her evaluation is deemed to be incompetent and/or clearly inefficient shall be warned in writing that his/her performance is below expectation and advised that he/she has four (4) months to correct the deficiency. If said staff member fails to perform at an acceptable level after the four (4) month period, he/she may be dismissed.

A staff member who has served for two (2) or more years and as a result of his/her evaluation is deemed to be incompetent and/or clearly inefficient shall be warned in writing that his/her performance is below expectation and advised that he/she has six (6) months to correct the deficiency. If said staff member fails to perform at an acceptable level after the six (6) month period, he/she may be dismissed.

9.3 All staff members shall be evaluated at least once annually, but normally not more frequently than once per quarter. The evaluation shall be based upon the member's performance as specified in the official job description for that position. A copy of the evaluation form shall be given to the staff

member, and a copy shall be placed in the official personnel file. The evaluation shall be read and signed by the staff member to indicate that he/she has read the evaluation, but the signature shall not imply agreement. The staff member may append to the evaluation any appropriate comments he/she wishes. The evaluation shall be forwarded to the President through the normal administrative channels requiring review and comment by the appropriate administrators. Staff members shall be offered constructive criticism, and specific areas of improvement shall be noted if appropriate.

9.4 All cases of dismissal shall be subject to appeal through the grievance procedure and to arbitration. In the event that a staff member is dismissed under this section and the staff member appeals the action and his/her appeal is sustained, he/she shall be restored to his/her former position and compensated at his/her regular rate of pay for any time lost during the period of such dismissal.

9.5 Present staff members who have been employed for a period of one (1) year shall be considered to have served the probationary period in accordance with the above.

ARTICLE X: DEMOTIONS AND SUSPENSIONS

10.1 It is agreed that the Administration may demote or suspend a staff member who has served his/her probationary period for just cause.

10.2 It is agreed that the Administration may demote or suspend a probationary staff member with a statement of reasons.

10.3 In the case of a demotion, the Administration shall give the staff member and the RICSA written notice of its intention to effect the demotion not less than three (3) weeks before the date it is intended to become effective.

10.4 In the case of a suspension, the Administration shall notify the staff member and the RICSA on or before the effective date of suspension. Such notification shall be followed by a written statement within two (2) working days.

10.5 All cases of demotion and suspension shall be subject to appeal through the grievance procedure and to arbitration if the staff member and/or the RICSA notifies the Administration in writing that he/she has been unfairly treated and states the reason therefore.

10.6 In the event that a staff member is demoted or suspended under this section and the staff member appeals such action and his/her appeal is sustained, he/she shall be reinstated to his/her former position and compensated at his/her regular rate of pay for any time lost during the period of such demotion or suspension.

10.7 A staff member may be granted a demotion upon request when recommended by the appropriate supervisor and approved by the President or his designee.

ARTICLE XI: BULLETIN BOARDS

11.1 The Board agrees to provide reasonable bulletin board space for the exclusive use of the RICSA for posting official notices.

ARTICLE XII: FRINGE BENEFITS

12.1 Retirement. Full-time staff members in the bargaining unit are required to participate in the Teachers Insurance and Annuity Association and the College Retirement Equities Fund (TIAA-CREF) annuity program after completion of two (2) years of employment and attainment of age thirty (30). Staff members who are members of the Rhode Island Employees Retirement System (ERS) at the time of employment at the College may elect to remain in the Employees Retirement System.

12.2 Disability Insurance. All full-time staff members who are members of TIAA-CREF or who will be eligible for membership in the future and who have one (1) year of service at the College are covered by disability insurance. Also covered are full-time staff members with one (1) year of service at the College and who have less than seven (7) years of service in ERS. Staff members with seven (7) years of membership in ERS are eligible for total disability benefits under that program and are not eligible under TIAA-CREF disability insurance.

12.3 Group Life Insurance. It is agreed that all staff members shall be eligible to participate in the State Employees Group Life Insurance Program as established by 36-12-6 of the General Laws of 1956, as amended. Each staff member will be automatically covered unless such staff member designates in writing that he/she desires not to be insured.

12.4 Tax Deferred Annuity Program. Full-time staff members within this bargaining unit are permitted to request that a portion of their salary be allocated for the purchase of annuities, subject to rules and regulations of the State of Rhode Island and Internal Revenue codes.

12.5 Health Insurance. It is hereby agreed that the Board will pay the entire cost of family or individual coverage for all staff members covered by this Agreement in the semi-private plan of the Hospital Service Corporation of Rhode Island (Blue Cross) and also of the Rhode Island Medical Society Physicians' Service, Plan B, in accordance with the rules and regulations of such corporation. Staff members may have the option of choosing Rhode Island Group Health or Blue Cross Special "100" if the individual assumes the difference between the State cost of the semi-private family or individual coverage, Plan B, and the option plan. This extended

coverage will become effective the bi-weekly pay period after ratification of the Agreement. It is hereby agreed that staff members covered by this collective bargaining agreement will receive Blue Cross "100" fully paid when and if the State of Rhode Island grants it to, or negotiates it with, any State employee.

12.6 Tuition Waiver. General fees or course charges of institutions under the jurisdiction of the Board of Regents may be waived for all members of the bargaining unit when they undertake a regular study program at their own or another institution. The level of eligibility for members of the bargaining unit shall be unlimited. The same fee remission applies to spouses and legal dependents when pursuing courses for credit to the baccalaureate level.

12.7 Travel. Reimbursement for travel expenses shall be made in accordance with travel regulations of the State of Rhode Island after approval has been granted by the appropriate Vice President, the President, or their designees.

ARTICLE XIII: SENIORITY AND LAYOFFS

13.1 It is hereby agreed that the parties hereto recognize and accept the principle of seniority. Seniority shall be defined as the length of service of a staff member within the non-classified service at Rhode Island College. Said length of service shall determine the seniority of the staff member unless otherwise specified in this Agreement.

13.2 The principle of seniority by department shall apply in cases of days off, vacation time, and holiday time.

13.3 The principle of seniority by College unit shall apply to layoffs and recalls, provided, however, that the staff member is qualified to do the work in accordance with the official job description.

13.4 In determining seniority, the staff member's last date of hire shall prevail as applicable, unless seniority has been broken.

13.5 The Administration shall prepare and forward to the President of the RICSA a seniority list of staff members indicating the staff member's last date of employment at the College as well as the last date of employment within the applicable College unit. Revised seniority lists shall be furnished to the RICSA every six (6) months if so requested.

13.6 Seniority for Probationary Members. New staff members shall be considered as probationary members for the first twelve (12) months of their continuous employment.

13.7 Loss of Seniority. A staff member shall lose his/her seniority for the following reasons:

a. Voluntary resignation;
b. Termination not reversed through the grievance procedure;
c. Retirement;
d. When a staff member fails to notify the Departmental Director or appropriate supervisor of his/her absence from work within three (3) working days unless extenuating circumstances prohibit such notification;
e. Failure to return to work within fifteen (15) working days after recall from layoff;
f. When a staff member has been laid off in excess of two (2) consecutive years;
g. When a staff member fails to renew a leave of absence;
h. When a staff member engages in other work without authorization while on leave of absence.

13.8 Layoffs within the Bargaining Unit. When there is a reduction in force, staff members in the bargaining unit shall be laid off in the following order within the applicable College unit, provided that staff members who are retained are qualified and possess the training necessary to perform the available work in accordance with the official job description:

a. Probationary staff members
b. By seniority within the applicable College unit

13.9 Any staff member who has been laid off shall have his/her name placed on the appropriate re-employment list for two (2) years from the date of layoff. Staff members shall retain their seniority while they remain on re-employment lists.

13.10 Staff members who are scheduled to be laid off shall be given twelve (12) calendar days notice prior to such layoff. A copy of the layoff notice shall be sent to the RICSA President.

13.11 Recall will be in the reverse order of the layoff provided that senior staff members who are recalled possess the specific qualifications and training necessary to perform the available work in accordance with the official job description.

13.12 Notice of recall shall be sent, certified mail, to the last known address of the staff member at least ten (10) working days prior to the date of recall. Failure to report will be considered a resignation.

ARTICLE XIV: OVERTIME

14.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the College, the appropriate Vice President, President, or their designees may direct or authorize overtime work in accordance with provisions of the Fair Labor Standards Act and other applicable state and federal laws and regulations.

14.2 Overtime work shall be defined as the required performance of work in excess of thirty-five (35) hours per week for eligible staff in accordance with the Fair Labor Standards Act.

14.3 Time and one-half shall be paid in each or any of the following instances, and each instance shall not be dependent on any other instance, but there shall be no duplication or pyramiding of overtime.

a. Staff members who earn less than $200 weekly shall be paid time and one-half for hours worked in excess of thirty-five (35) hours. Such staff members must report the number of hours actually worked each week as required by the Administration.

b. Whenever a staff member is required to work on a holiday which falls on his/her regularly scheduled work day, he/she shall be credited with the number of hours in his/her official work schedule for that day plus the number of hours actually worked at the rate of time and one-half.

c. Overtime work is to be made a matter of record and distributed fairly and equitably among staff members capable of performing the work in their respective class of position. In the event that the RICSA believes that overtime is being unfairly and inequitably distributed within the bargaining unit, it may, upon request with reasonable notice, inspect records of overtime.

d. Hours credited for holidays, sick leave, vacation, and compensatory time and compensable injury, shall be considered as time worked for the purpose of computing overtime.

14.4 Call-in-Time. Eligible staff members who are called in to work after having left their place of employment and outside their regularly scheduled work hours shall receive not less than four (4) hours pay at their overtime rate.

ARTICLE XV: LEAVES

15.1 Sick leave with pay shall be granted to staff members covered by this Agreement. Sick leave with pay is hereby defined to mean the necessary absence from duty due to illness, injury, childbearing, or exposure to contagious disease, and may include absence due to illness or to death in the immediate family of the staff member or necessary attendance on a member of the immediate family who is ill.

15.2 Staff members shall accrue four (4) hours for each bi-weekly period of service. When the total accumulation shall amount to 840 hours (120 days) for a staff member assigned to a thirty-five (35) hour work week, or a non-standard or non-scheduled work week, no further credit shall accrue until the total shall have been reduced to less than the maximum.

When the service of a staff member shall be terminated by retirement (mandatory, voluntary or involuntary) or death, such staff member or his/her estate shall be entitled to receive full pay for each hour of accrued sick leave to his/her credit as of the date of termination according to the following formula:

A thirty-five (35) hour a week staff member, a non-scheduled or non-standard staff member shall be entitled to receive full pay for 50% of all accrued sick leave over 390 hours up to and including 630 hours.

15.3 The Administration may require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than five (5) working days.

15.4 Whenever a staff member shall be absent from his/her duties and receiving compensation as provided in the Workmen's Compensation Laws, he/she shall be granted a sick leave in accordance with the rules applicable thereto, in an amount not to exceed his/her regular compensation. Deductions from accumulated credits shall be applied only to that part of his/her salary which is paid as an addition to Workmen's Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay.

15.5 Maternity Leave. In the event of pregnancy, leaves of absence shall be granted to staff members with six (6) months or more of service and upon presentation of a certificate of a licensed medical doctor of the fact of pregnancy.

15.6 A staff member who becomes pregnant may be permitted to continue her employment only if the appointing authority has on record a current letter from her physician attesting to her good health and ability to continue the normal duties of her job.

15.7 A staff member may be allowed to utilize accrued sick leave for child bearing reasons if the employee has a physician's certificate indicating her inability to perform her duties.

15.8 After all accrued sick leave and vacation leave have been exhausted, a staff member may be granted, upon request, a leave of absence without pay for a period of six (6) months.

15.9 In the event that a staff member or his/her spouse becomes a parent through a birth or adoption, the staff member may be granted parental leave with pay not to exceed ten (10) working days with the approval of the appropriate Vice President, President, or their designees, provided the staff member has exhausted all other paid leaves.

15.10 Bereavement Leave. Each staff member shall be granted leave with full pay for three (3) days for a death in the immediate family. The immediate family shall include father, mother, brother, sister, husband, wife, son, daughter, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any person living in the staff member's household. Days needed beyond three (3) may be taken from sick leave.

15.11 Special Time Off. Whenever it appears desirable, in the best interests of the Board and its employees, to allow collective absence from duty, the executive officer may excuse staff members at a stated time, providing that enough staff members remain on duty to maintain contact with the public and carry on crucial work.

15.12 Staff members who are required to work when other staff members are so excused shall be paid their regular rate of pay and in addition shall be granted, at the discretion of the President, either compensatory time off or cash payment for this service at the rate of time and one-half for each hour worked.

15.13 Each staff member shall be entitled to up to three (3) days leave of absence with pay each year for emergencies or to attend to personal matters which cannot be reasonably attended to outside of the normal work day, provided the staff member has exhausted all other paid leaves.

15.14 Military Training Leave. Staff members covered by this Agreement who, by reason of membership in the United States Military, Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as a part of the federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in any one calendar year.

15.15 Should the staff member be required to participate in such training activities for a period greater than fifteen (15) working days, he/she shall be granted leave without pay for this period.

15.16 During the period of military training leave with pay, the staff member shall accrue sick and vacation leave credits.

15.17 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one day or training periods voluntarily engaged by the staff member beyond the training period required generally of the staff members of the respective armed service.

15.18 Jury Duty. Every staff member covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his/her regular duties during the actual period of such jury duty and shall receive for such period of jury duty his/her regular pay or his/her jury duty pay whichever is the greater.

15.19 Leave Without Pay. It is agreed that, upon written application, a staff member who has served his/her probationary period may be granted a leave without pay, not to exceed one (1) year, subject to renewal, for reason of personal illness, disability, or other purpose deemed proper and approved by the Administration.

15.20 At the expiration of such leave, the staff member shall be returned to the position from which he/she is on leave at the same step of the then current range for that class of position.

15.21 Seniority shall be retained during all leaves without pay.

15.22 Leaves for Professional Meetings and Conferences. It is hereby agreed that attendance at and/or participation in professional meetings or conferences related to a staff member's area of responsibility at the College is important to the enhancement of job performance. Therefore the College agrees to encourage such participation by granting time off with pay during normal working hours. Application for such leaves shall be submitted to the appropriate Vice President, President, or their designees for approval.

15.23 Leave for Professional Development. Staff members who have served at least one (1) year full-time may be granted short-term leaves of absence to pursue professional development at workshops, seminars, and conventions. This leave shall be granted at regular pay and the recipient upon the termination of the leave shall return to his/her duties at the College. Application for such leaves shall be made to the appropriate Vice President, President, or their designees six (6) weeks prior to the date for which the leave is requested. In certain circumstances, shorter notice for such leave may be considered.

15.24 Sabbatical Leave. A member of the RICSA who has served for at least six (6) years of continuous service may, subject to the approval of the President, be granted a leave of absence for study, research, or other professional improvement, for a period of one (1) year (two semesters in the case of academic year staff members) at half pay, or for a period of six (6) months (one semester in the case of academic year staff members) at full pay, with the understanding that he/she shall return to his/her duties at the College for at least one year upon the termination of the leave, unless by mutual agreement between the staff member and the President it is deemed inadvisable. Staff members may select the time period (semester in the case of academic year staff members) in which they take a sabbatical leave if they specify it in the initial application. Upon return from sabbatical leave a staff member's salary shall be the same as he/she would have received had the period of his/her leave been spent in the service of the Board, and he/she shall return to the same position level which he/she held at the time the leave commenced if it exists or, if not, a substantially equivalent level. Time spent on approved leave of absence with or without pay does not constitute a break in continuous service; however, such leave time shall not be credited as continuous service.

15.25 A member of the RICSA, on applying for sabbatical leave, shall present to the appropriate Vice President a comprehensive plan for study, re-

search, or other professional improvement he/she proposes to take while on leave, which must be approved by that Vice President and the President before the request for leave is granted.

15.26 The number of staff members taking sabbatical leave in a given year shall be limited to five percent (5%) of the total RICSA membership; however, the number of staff members on sabbatical during a given year may not be restricted below five percent (5%) unless the number of eligible applicants is below that figure.

15.27 Categories of proposals for sabbatical leaves are:

1. Scholarly research and writing or appropriate creative activity; projects for study at the post-doctoral level.

2. Projects that are related to the improvement of professional skills and performance.

3. Work on doctoral dissertations or comparable activity to complete a doctorate.

4. Projects to improve the individual's competence.

15.28 The following criteria for selection of applicants for sabbaticals shall be considered according to the following priority:

1. The quality of the proposal itself as measured by the degree to which it would contribute to professional growth of the individual and its value to this institution and society.

2. The length of accrued time since the last sabbatical.

3. The accomplishments on or as a result of any previous sabbaticals.

4. The problems involving urgency with respect to time or requiring arrangements long in advance.

5. The length of service.

6. Reporting on previous sabbaticals.

15.29 In cases where the number of applications exceeds the number that could feasibly be granted leave without jeopardizing the work of a department, the selection shall be made on the basis of total years of service to the College, the time since the last sabbatical, and the merit of the proposed sabbatical leave, as determined by the appropriate Vice President with the approval of the President. If a member is denied a sabbatical leave

because the proposed leave would jeopardize departmental or program offerings, the year(s) of postponement shall be credited toward his/her next sabbatical leave.

15.30 While on sabbatical leave, a staff member may receive travel expenses or other financial aid from sources other than the College, provided he/she is not required to perform duties which would interfere with the objectives for which leave was granted. Examples of permissible extra income are funds from the Fulbright program and the National Research Council. No compensated employment is permitted during a staff member's sabbatical leave without the prior approval of the appropriate Vice President.

15.31 At the close of the period of leave, the staff member shall file with the appropriate Vice President a report of his/her professional activities during the period of leave.

15.32 Annual Vacation. The annual vacation for a full-time staff member shall total twenty-two (22) working days. Working days shall refer to five (5) days per week, Monday through Friday, exclusive of scheduled holidays.

15.33 Vacation time shall be allowed to accumulate to a maximum of forty-four (44) working days. The time and number of days of the vacation to be taken are to be mutually agreed to in advance by the staff member, the immediate supervisor and the appropriate Vice President.

15.34 All staff members shall be guaranteed at least ten (10) consecutive vacation days per year. No vacation may be taken until a staff member shall have served in the employ of the Board for six (6) months; however, this time shall be included when crediting vacation time.

15.35 When the service of any staff member shall be terminated by resignation, death, dismissal or otherwise, and such staff member shall not have used actual vacation time equal to the vacation credits due him/her, such staff member or his/her estate shall be entitled to receive full pay for each day of vacation to his/her credit as of the date of termination.

15.36 Holidays. The following shall constitute the official holidays:

New Year's Day
Memorial Day
Independence Day
Victory Day
Labor Day
Columbus Day
Veterans Day
Any day on which a general election of State Officers is held, as Election Day
Thanksgiving Day
Christmas Day

15.37 Each staff member shall be entitled to time off at his/her regular rate of pay for the holidays specified above when such holidays fall on his/her regularly scheduled work days, and shall be credited with the number of hours in his/her official work schedule for that day.

15.38 When any holiday shall fall on the scheduled day off within the scheduled work week of any staff member, the next scheduled work day shall be substituted for the holiday.

15.39 If a holiday falls on a regularly scheduled work day within a staff member's vacation period, the staff member shall not be charged annual leave for his/her absence on that date.

15.40 Special Sick Leave. Any staff member whose employment requires exposure to unusual employment hazard shall be granted special sick leave credits not to exceed 105 hours in a calendar year. Such sick leave credits shall be available and sick leave granted upon written recommendation by the Administration to the Chief of Personnel that it has been determined by blood tests or other approved method and supported by a statement from a qualified physician that the health of the staff member required such sick leave to permit recuperation from exposure to such occupational hazards.

ARTICLE XVI: GRIEVANCE PROCEDURE

16.1 For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Board and the RICSA or between the Board and any staff member with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

16.2 There shall be a grievance procedure as follows:

1. A grievance shall be presented by the aggrieved in writing to the appropriate Vice President within ten (10) working days after the staff member knew or should have known of the act, event, and/or commencement of the condition which is the basis of the grievance. The Vice President or his designee shall grant a hearing to the aggrieved within three (3) working days of the receipt of the written grievance. A written decision shall be rendered within two (2) working days of the conclusion of the hearing.

2. If the grievance is not resolved in Step 1, it shall be submitted within five (5) working days of the Vice President's decision to the President or his designee, who shall grant a hearing to the aggrieved within ten (10) working days of the receipt of the written grievance. A written decision shall be rendered within three (3) working days of the conclusion of the hearing.

3. If the grievance is not resolved in Step 2, it shall be submitted within ten (10) working days of the President's decision to the Commissioner of Education or his designee, as agent for the Board of Regents, who shall grant a hearing to the aggrieved within ten (10) working days of the receipt of the grievance. A written decision shall be rendered within five (5) working days of the conclusion of the hearing.

16.3 The time limits specified herein shall be regarded as maximums and every effort shall be made to expedite the processing of grievances provided, however, that the parties may by mutual agreement extend any time limitation specified herein.

16.4 A grievance shall automatically proceed to the next step of the grievance procedure if within the time limits specified herein a decision has not been rendered. It shall be the responsibility of the aggrieved or RICSA to forward copies of grievance letters and responses thereto at each successive step of the grievance procedure.

16.5 Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The Board, on request, will produce payroll and other records, as necessary. Staff witnesses who are state employees and grievants will receive their regular rate of pay for time spent processing grievances. Such time spent shall be subject to approval of the appropriate chief administrator, which should not be unreasonably withheld.

16.6 Further, in a group grievance only one (1) of the grievants and the appropriate staff representative shall be in pay status as spokesman for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) staff member within an employing unit and which involve like circumstances and facts for the grievance involved. The RICSA Representative has the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual staff member of the right to process his/her grievance without RICSA representation. If such grievance is processed without RICSA representation, the facts and correspondence of said grievance shall be furnished to the RICSA. No grievance processed without RICSA representation shall be cited as precedent for any other grievance.

16.7 It is also agreed that in all cases of dismissal the aggrieved may go immediately to Step 3 of the grievance procedure.

16.8 Decisions rendered shall be forwarded to the RICSA and to the aggrieved staff member.

16.9 For purposes of this article the following definitions shall apply:

a. "working day" shall mean any day (Monday through Friday) on which the College is open for the transaction of business.

b. "within a working day" shall mean prior to the end of the shift on the working day following receipt of the grievance, and shall be exclusive of weekends, vacations and holidays.

c. "aggrieved" shall mean either the staff member and/or the RICSA.

ARBITRATION - If a grievance is not settled under Article XVI, such grievance shall, at the request of the RICSA be referred to the American Arbitration Association in accordance with its rules then obtaining.

The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

Only grievances arising out of the provisions of this Agreement relating to the application or interpretation or violation thereof may be submitted to arbitration.

All submissions to arbitration must be made within two (2) weeks after the grievance procedure decision.

ARTICLE XVII: SAVINGS CLAUSE

17.1 Should any provision of this Agreement or any application thereof be unlawful by virtue of any federal or state law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XVIII: ALTERATION OF AGREEMENT

18.1 It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing and signed by the parties.

18.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XIX: NO STRIKES OR LOCKOUTS

19.1 The RICSA and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Board lockout its employees during the term of this Agreement.

19.2 It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this Agreement.

ARTICLE XX: APPEAL PROCESS

20.1 During the term of this Agreement any staff member who claims that his/her job description has been changed, or that he/she has undertaken additional job responsibilities, or that his/her job situation is unique so as to constitute an inequity with respect to the member's present grade classification shall have the right to appeal for a grade change as follows:

The staff member will request a review, in writing, by a three (3) member committee comprised of one (1) member appointed by the President and one (1) member appointed by the RICSA President. The third member will be appointed by the President with the approval of the RICSA. The committee will meet with the staff member within a reasonable time following receipt of the request. The staff member shall have the right to present evidence in support of his/her claim. The committee shall consider all evidence and by majority vote make a recommendation to the Board of Regents Personnel Review Committee. The Personnel Review Committee shall consider the recommendation upon receipt and render a decision at its next regularly scheduled meeting.

20.2 The staff member shall receive a copy of the committee's recommendation and the Personnel Review Committee's final decision.

ARTICLE XXI: TERMINATION OF AGREEMENT

21.1 This Agreement shall be effective as of the 1st day of July, 1975, and shall remain in full force and effect until the 30th day of June, 1977.

It shall be automatically renewed from year to year thereafter commencing the 1st day of July 1977, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

21.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

21.3 In witness whereof, the parties hereto have set their hands this 5th day of February, 1976.

For the Board of Regents:

Thomas C. Schmidt
Commissioner of Education

Charles B. Willard
President, Rhode Island College

Thomas J. Mc Andrew
Deputy Assistant Commissioner

Lenore A. DeLucia
Associate Dean of Educational Studies

Donald P. Hardy
Vice President for Student Affairs

John Nazarian
Special Assistant to the President

Ernest L. Overbey
Vice President for Business Affairs

For the Rhode Island College Staff Association:

Joseph P. DiSpirito
President, RICSA

Kathleen Whorley DiBiase
Member, Negotiating Team

Sandra F. Crane
Member, Negotiating Team

Robert A. Grenier
Member, Negotiating Team

Rayner W. Rowland, Jr.
Member, Negotiating Team

APPENDIX A

SALARIES

A.1 It is agreed that all employees covered by this Agreement shall receive a salary in accordance with the pay plan set forth herein.

A.2 A staff member shall receive at least a one-step increase each year until he/she has attained the maximum of his/her range.

A.3 Staff members may be employed at salaries at or above - but not below - the minimum with the approval of the Commissioner.

A.4 Academic Year

a. The academic year for staff members designated as "academic year staff members" shall extend from the date of annual activities that mark the opening of College, i.e., the address of the President prior to the start of classes, to the date of Undergraduate Commencement day.

b. Said staff members shall receive all state holidays in this period in accordance with the provisions.

c. Said staff members shall not be eligible for vacation leave under the provisions of Article XV.

d. Said staff members shall be compensated at the rate of 80% of the annual salary listed in Appendix A of the Agreement (Salaries).

e. Said staff members shall accrue sick leave at the rate of 80% of the yearly rate listed in Article XV of the Agreement (Sick Leave).

A.5 Any position listed below which becomes vacant or any new position established may be specifically designated by the Administration as either academic or calendar year.

A.6 The various classifications are hereby assigned to a pay grade:

RHODE ISLAND COLLEGE

Position Classifications	Grade
Teacher Aide, Henry Barnard School	1
Athletic Equipment Manager, Athletics	2
Clerk 2, Bookstore	2
Clerk 2, President's Office	2
Secretary, Economics	2
Clerk 3, Bookstore	3
Director, Residence Hall	3
Library Technician, HBS	3
Recruiter/Coordinator, UEC	3
Administrative Assistant, UEC	4
Staff Assistant, UEC	4
Technician I, Art	4
Technician I, Biology	4
Technician I, Computer Center	4
Administrative Staff Assistant, Maintenance & Repairs	5
Technician I, Ethnic Studies	5
Technician I, Personnel	5
Recorder, Records	6
Technical Director/Shop Foreman, Theater	6
Assistant Bookstore Manager	7
Assistant Bursar	7
Assistant Director, Housekeeping	7
Assistant Director, Publications	7
Assistant Librarian, Curriculum Center	7

Page 2 - Position Classification
R. I. College

Position Classifications	Grade
Coordinator, Ethnic Studies	7
Field Worker, Upward Bound	7
Inventory Control Officer	7
Library Assistant	7
Photographer, News Bureau	7
Resource Associate, Nursing	7
Technician 2, Audiovisual	7
Technician 2, Biology	7
Technician 2, Physical Science	7
Assistant Director, Continuing Education	8
Conference Coordinator, Faculty Center	8
Coordinator, Cooperative Education	8
Library Supervisor, Adams Library	8
Supervisor 1, Audiovisual	8
Supervisor 1, Computer Center	8
Supervisor 1, Film Library	8
Supervisor 1, Office Services	8
Technical Supervisor, Audiovisual	8
Technician III, Audiovisual	8
TV Engineer	8
Accountant	9
Admissions Officer	9
Analyst I, Computer Center	9
Counselor, Special Services	9

Page 3 - Position Classification
R. I. College

Position Classifications	Grade
Counselor, Upward Bound	9
Counselor, UEC	9
Director, Language Lab	9
Food Production Manager	9
Financial Aid Officer	9
Grants Officer, Bureau	9
Programmer I, Computer Center	9
Professional Employment Officer, Career Development	9
Student Activities Officer, Student Union	9
Student Employment Officer, Career Development	9
Student Union Officer	9
Affirmative Action Officer, President's Office	10
Analyst II, Computer Center	10
Assistant Director, Dining Services	10
Bursar	10
Counselor, Counseling Services	10
Director, Grounds	10
Director, Housekeeping	10
Director, Intramurals and Recreation	10
Graduate Program Officer	10
Graphic Artist, Audiovisual	10
Programmer 2, Computer Center	10
Specialist 1, UEC	10
Specialist 1, Evaluation & Research	10

Page 4 - Position Classification
R. I. College

Position Classifications	Grade
Supervisor 2, Maintenance	10
Analyst 3, Computer Center	11
Assistant Director, Audiovisual	11
Assistant Director, Film Center	11
Assistant Director, Records	11
Assistant Director, Scheduling	11
Coordinator, Upward Bound	11
Director, News Bureau	11
Director, Student Housing	11
Programmer 3, Computer Center	11
Purchasing Officer	11
Theater Technician	11
Chief Accountant	12
Coordinator, Project Nova	12
Director, Publications	12
Resource Liaison Person, Children's Center	12
Resource Teacher, Children's Center	12
Supervisor III, Computer Center	12
Assistant Principal, Henry Barnard School	13
Associate Dean, Student Activities	13
Clinical Services Specialist, Counseling	13
Director, New Student Programs	13
Director, Tutorial Services	13
Manager, Bookstore	13

Page 5 - Position Classification
R. I. College

Position Classifications	Grade
Systems & Program Officer, Computer Center	13
Associate Dean, Student Affairs	14
Business Mgr. Planning Mgt. Systems	14
Director, Audiovisual	14
Director, Career Development Program	14
Director, College Athletics	14
Director, Dining Services	14
Director, Laboratory Experiences	14
Director, Public Relations	14
Psychologist, Counseling	14
Director, Admissions	15
Director, Continuing Education	15
Director, Records	15
Director, Counseling Center	16
Director, Computer Center	17

A.7 The following pay schedule shall be effective from July 1, 1975 to June 30, 1976

Calendar Year

Grade	Min	1	2	3	4	5	Max
1	5,990	6,190	6,390	6,590	6,790	6,990	7,190
2	6,480	6,695	6,910	7,125	7,340	7,555	7,770
3	6,990	7,222	7,453	7,685	7,917	8,148	8,380
4	7,500	7,763	8,027	8,290	8,553	8,817	9,080
5	8,120	8,403	8,687	8,970	9,253	9,537	9,820
6	8,710	9,028	9,347	9,665	9,983	10,302	10,620
7	9,400	9,745	10,090	10,435	10,780	11,125	11,470
8	10,110	10,497	10,883	11,270	11,657	12,043	12,430
9	10,930	11,348	11,767	12,185	12,603	13,022	13,440
10	11,730	12,200	12,670	13,140	13,610	14,080	14,550
11	12,670	13,177	13,684	14,190	14,697	15,203	15,710
12	13,620	14,188	14,757	15,325	15,893	16,462	17,030
13	14,700	15,313	15,927	16,540	17,153	17,767	18,380
14	15,790	16,475	17,160	17,845	18,530	19,215	19,900
15	17,060	17,798	18,537	19,275	20,013	20,751	21,490
16	18,340	19,167	19,993	20,820	21,647	22,473	23,300
17	19,710	20,628	21,547	22,465	23,383	24,302	25,220

Academic Year

Grade	Min	1	2	3	4	5	Max
1	4,792	4,952	5,112	5,272	5,432	5,592	5,752
2	5,184	5,356	5,528	5,700	5,872	6,044	6,216
3	5,592	5,777	5,963	6,148	6,333	6,519	6,704
4	6,000	6,211	6,421	6,632	6,843	7,053	7,264
5	6,496	6,723	6,949	7,176	7,403	7,629	7,856
6	6,968	7,223	7,477	7,732	7,987	8,241	8,496
7	7,520	7,796	8,072	8,348	8,624	8,900	9,176
8	8,088	8,397	8,707	9,016	9,325	9,635	9,944
9	8,744	9,079	9,413	9,748	10,083	10,417	10,752
10	9,384	9,760	10,136	10,512	10,888	11,264	11,640
11	10,136	10,541	10,946	11,352	11,757	12,162	12,568
12	10,896	11,351	11,805	12,260	12,715	13,169	13,624
13	11,760	12,251	12,741	13,232	13,723	14,213	14,704
14	12,632	13,180	13,728	14,276	14,824	15,372	15,920
15	13,648	14,238	14,830	15,420	16,010	16,601	17,192
16	14,672	15,334	15,994	16,656	17,318	17,978	18,640
17	15,768	16,502	17,238	17,972	18,706	19,442	20,160

A.8 The following pay schedule shall be effective from July 1, 1976 to June 30, 1977

Calendar Year

Grade	Min	1	2	3	4	5	Max
1	6,355	6,568	6,780	6,992	7,204	7,416	7,629
2	6,875	7,103	7,332	7,560	7,788	8,016	8,244
3	7,416	7,663	7,908	8,154	8,400	8,645	8,891
4	7,958	8,237	8,517	8,796	9,075	9,355	9,634
5	8,615	8,916	9,217	9,517	9,817	10,119	10,419
6	9,241	9,579	9,917	10,255	10,592	10,930	11,268
7	9,973	10,339	10,705	11,072	11,438	11,804	12,170
8	10,727	11,137	11,547	11,957	12,368	12,778	13,188
9	11,597	12,040	12,485	12,928	13,372	13,816	14,260
10	12,446	12,944	13,443	13,942	14,440	14,939	15,438
11	13,443	13,981	14,519	15,056	15,594	16,130	16,668
12	14,451	15,053	15,657	16,260	16,862	17,466	18,069
13	15,597	16,247	16,899	17,549	18,199	18,851	19,501
14	16,753	17,480	18,207	18,934	19,660	20,387	21,114
15	18,101	18,884	19,668	20,451	21,234	22,017	22,801
16	19,459	20,336	21,213	22,090	22,967	23,844	24,721
17	20,912	21,886	22,861	23,835	24,809	25,784	26,758

Academic Year

Grade	Min	1	2	3	4	5	Max
1	5,084	5,254	5,424	5,594	5,763	5.933	6,102
2	5,500	5,683	5,865	6,048	6,230	6,413	6,595
3	5,933	6,129	6,327	6,523	6,720	6,916	7,113
4	6,366	6,590	6,813	7,037	7,260	7,484	7,707
5	6,892	7,133	7,373	7,614	7,853	8,095	8,335
6	7,393	7,664	7,933	8,204	8,474	8,744	9,014
7	7,979	8,272	8,564	8,858	9,150	9,443	9,736
8	8,581	8,909	9,238	9,566	9,894	10,222	10,550
9	9,277	9,633	9,987	10,342	10,698	11,053	11,408
10	9,956	10,355	10,754	11,154	11,552	11,951	12,350
11	10,754	11,184	11,614	12,044	12,475	12,904	13,334
12	11,561	12,043	12,525	13,008	13,490	13,973	14,455
13	12,477	12,998	13,518	14,039	14,559	15,081	15,601
14	13,403	13,984	14,565	15,147	15,728	16,310	16,891
15	14,481	15,107	15,734	16,361	16,987	17,614	18,241
16	15,567	16,269	16,970	17,672	18,374	19,075	19,777
17	16,730	17,509	18,289	19,068	19,847	20,627	21,406

For employees in the Staff Association who were on the payroll as of July 1, 1974, providing they remain in the same position they were in at that time, they will be entitled to a step increase according to the contract on a fiscal year basis. If an employee is promoted or if an employee is brought on the payroll other than on the fiscal year cycle, his date of appointment will be his/her effective date for step increase in the future (the nearest pay period following this date).

Appendix B

Academic Year Study Committee

1. The parties hereby agree that there shall be established a study committee composed of four (4) members, two (2) appointed by the President and two (2) appointed by the President of RICSA.

2. The study committee shall examine the entire question of academic year staff members within the bargaining unit, with particular reference to compensation, work schedules, job responsibilities, and other related matters.

3. The committee shall complete its review and report to the Board and the RICSA not later than May 15, 1976.

4. Recommendations of a majority of the study committee shall be adopted as addenda to the Agreement in the form of a memorandum, subject to the approval of the Board and the RICSA.